

**Bureau of Highway Maintenance
NH Department of Transportation
District Office Locations and Mailing Addresses**

Please forward your rental agreement to the District Office for the town or city areas where your hired equipment may be providing services or call if you have questions:

NHDOT District 1 Office ~ (603) 788-4641
641 Main Street,
Lancaster, NH 03584

NHDOT District 2 Office ~ (603) 448-2654
8 Eastman Hill Road
Enfield, NH 03748

NHDOT District 3 Office ~ (603) 524-6667
2 Sawmill Road
Gilford, NH 03249

NHDOT District 4 Office ~ (603) 352-2302
19 Base Hill Road
Swanzey, NH 03446

NHDOT District 5 Office ~ (603) 666-3336
16 East Point Drive
Bedford, NH 03110

NHDOT District 6 Office ~ (603) 868-1133
PO Box 740
Durham, NH 03824

District 1

BARTLETT
1&2 BATH
BEANS GRANT
BEANS PURCHASE
BERLIN
BETHLEHEM
CAMBRIDGE
CARROLL
CHANDLERS PURCHASE
CLARKSVILLE
COLEBROOK
COLUMBIA
1&3 CONWAY
CRAWFORDS PURCH
DALTON
DEXVILLE
DUMMER
1&2 EASTON

ERROL
FRANCONIA
GORHAM
GREENS GRANT
HARTS LOCATION
JACKSON
JEFFERSON
KILKENNY
LANCASTER
1&2 LANDAFF
1&3 LINCOLN
LISBON
LITTLETON
1&3 LIVERMORE
LOW BURBANK GRANT
LYMAN
MARTINS LOCATION
MILAN

MILLSFIELD
MONROE
NORTHUMBERLAND /GROVETON
PINKHAMS GRANT
PITTSBURG
RANDOLPH
SHELBURNE
STARK
STEWARTSTOWN
STRATFORD
THOMPSON & MERSERVE
PURCHASE
WENTWORTHS LOCATION
WHITEFIELD
SARGENTS PURCHA
SUGAR HILL
1&3 WOODSTOCK

District 2

ALEXANDRIA
ANDOVER
2&1 BATH
BENTON
2&5 BOSCAWEN
BRADFORD
2&3 BRIDGEWATER
2&3 BRISTOL
CANAAN
CLAREMONT
CORNISH
CROYDON
DANBURY
DORCHESTER
ENFIELD
2&1 EASTON
2&3 ELLSWORTH

FRANKLIN
GOSHEN
GRAFTON
GRANTHAM
GROTON
HANOVER
HAVERHILL
HEBRON
2&5 HENNIKER
HILL
2&1 LANDAFF
LEBANON
LEMPSTER
LYME
NEWBURY
2&5 NEW LONDON
NEWPORT

ORANGE
ORFORD
PIERMONT
PLAINFIELD
2&3 PLYMOUTH
RUMNEY
SALISBURY
2&3 SANBORNTON
SPRINGFIELD
SUNAPEE
2&5 SUTTON
UNITY
2&5 WARNER
WARREN
2&5 WEBSTER
WENTWORTH
WILMOT

District 3

ALBANY
ALTON
ASHLAND
BARNSTEAD
BELMONT
3&2 BRIDGEWATER
3&2 BRISTOL
BROOKFIELD
CAMPTON
3&5 CANTERBURY
CENTER HARBOR
CHATHAM
3&5 CONCORD
3&1 CONWAY
EATON

EFFINGHAM
3&2 ELLSWORTH
FREEDOM
GILFORD
GILMANTON
HOLDERNESS
LACONIA
3&1 LINCOLN
3&1 LIVERMORE
LOUDON
MADISON
MEREDITH
MOULTONBOROUGH
NEW DURHAM
NEW HAMPTON

3&5 NORTHFIELD
OSSIPPEE
PITTSFIELD
3&2 PLYMOUTH
3&2 SANBORNTON
SANDWICH
TAMWORTH
THORNTON
3&5 TILTON
TUFTONBORO
WAKEFIELD
WATERVILLE VALLEY
WOLFEBORO
3&1 WOODSTOCK

District 4

ANTRIM
BENNINGTON
CHARLESTOWN
CHESTERFIELD
DEERING
DUBLIN
FITZWILLIAM
FRANCESTOWN
GILSUM
GREENFIELD
GREENVILLE
HANCOCK
HARRISVILLE
HILLSBOROUGH

HINSDALE
JAFFREY
KEENE
LANGDON
LYNDEBOROUGH
MARLBOROUGH
MARLOW
MASON
NELSON
PETERBOROUGH
RICHMOND
RINDGE
ROXBURY
SHARON

STODDARD
SULLIVAN SURRY
SWANZEY
TEMPLE
TROY
WALPOLE
WASHINGTON
WESTMORELAND
WILTON
WINCHESTER
WINDSOR
ACWORTH
ALSTEAD
NEW IPSWICH

District 5

AMHERST
AUBURN
BEDFORD
5&2 BOSCAWEN
BOW
BROOKLINE
CANDIA
5&3 CANTERBURY
CHESTER
CHICHESTER
5&3 CONCORD
DERRY
DUNBARTON

GOFFSTOWN
5&2 HENNIKER
HOLLIS
HOOKSETT
HOPKINTON
HUDSON
LITCHFIELD
LONDONDERRY
MANCHESTER
MERRIMACK
MILFORD
MONT VERNON
NASHUA

NEW BOSTON
5&2 NEW LONDON
5&3 NORTHFIELD
PELHAM
PEMBROKE
RAYMOND
SALEM
5&2 SUTTON
5&3 TILTON
5&2 WARNER
WEARE
5&2 WEBSTER
WINDHAM

District 6

ATKINSON
BARRINGTON
BRENTWOOD
DANVILLE
DEERFIELD
DOVER
DURHAM
EAST KINGSTON
EPPING
EXETER
FARMINGTON
FREMONT
GREENLAND
HAMPSTEAD

HAMPTON
HAMPTON FALLS
KENSINGTON
KINGSTON
LEE
MADBURY
MIDDLETON
MILTON
NEW CASTLE
NEWFIELDS
NEWTON
NORTH HAMPTON
NORTHWOOD
NOTTINGHAM

PLAISTOW
PORTSMOUTH
ROCHESTER
ROLLINSFORD
RYE
SANDOWN
SEABROOK
SOMERSWORTH
SOUTH HAMPTON
STRAFFORD
STRATHAM
NEWINGTON
NEWMARKET

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NEW HAMPSHIRE DEPT. OF TRANSPORTATION
CONTRACT RENTAL AGREEMENT

Dist/Bur CONTRACT RENTAL AGREEMENT NO.

CONTRACT RENTAL AGREEMENT TYPE

On ____/____/____, I/We _____ enter into an agreement with the NHDOT to rent/lease equipment (and/or equipment operators) as described at the rates shown (attached separately), and to furnish all items necessary for the successful operation of the equipment:

Special provisions relating to rates, transportation, work delays, equipment substitution, etc.: ☐ None, Not Applicable

FOR SNOWPLOW OPERATIONS ONLY (Sole Proprietor)

Article 8.1 is hereby waived in its entirety

Article 8.2 is modified to provide: The Lessor shall maintain at a minimum "scheduled auto" coverage with a combined single limit of \$350,000 for all equipment to be used under this agreement. All equipment identified above shall possess a vehicle registration issued by a State or Commonwealth in the U.S. and be listed on the accompanying insurance schedule. Automobile insurance shall provide coverage for all equipment in use under this agreement.

All other clauses contained herein including INDEMNIFICATION (Para. 6) remain in full force and effect

Approved Signature per NHDOT Policy

date

LESSEE: New Hampshire Dept. of Transportation (NHDOT)

LESSOR

1.1
1.2
1.3

← street address →

← city, state, zip code →

← telephone →

vendor # →

tax id # →

2.1
2.2
2.3
2.4
2.5

☐ Insurance Certificate on File, Attached Company:

Limits:

Expiration: ____/____/____

☐ Certificate of Good Standing Attached

☐ Certificate of Vote Attached

Signature _____

Name (PRINT) Douglas Graham

Title District Engineer

Date _____

Signature _____

Name (PRINT) _____

Title _____

Date _____

TERMS AND CONDITIONS

1. MANUFACTURER RATED CAPACITY ("MRC"). If a capacity is greater than the manufacturer's standard rating for this model, list on the *Supplemental Equipment Schedule* under section entitled "Description of Equipment" manufacturer's standard oversize components by make, model, and size, which make up this rating. Random reinforcement or additional volume gained by oversize buckets, bodies, etc., without corresponding increase in power, will not be considered sufficient reason for an increase in rate. MRC shall be based initially on the factory MRC, with any adjustments based on post-manufacture modifications. In no case may equipment have a MRC greater than indicated on its current vehicle registration.

2. EQUIPMENT/OPERATOR RENTAL RATES. The Lessee shall pay to the Lessor at the address identified above sums due for equipment and or operator rental(s). Unless otherwise indicated, rates shall be set under the NHDOT current schedule of *Equipment Rental Rates*. Rate(s) for each equipment code shall constitute complete payment for all expenses of whatever nature incurred by the Lessor in the performance of this agreement. If equipment is scheduled with more than one rate, the Lessee shall pay the rate set for that equipment as requested for that project.

General rates for equipment codes as published in *Equipment Rental Rates* may be modified by Lessee from time to time. Rates paid to the Lessor may be adjusted by Lessee if equipment MRC has been overrated, or if lesser grade equipment was used to perform the work. Lessor shall reimburse Lessee for overpayments, and Lessee may use outstanding payments in offset.

3. SUBSTITUTIONS. The Lessor may, with prior approval by Lessee, substitute any appropriate scheduled equipment under this agreement for other equipment to meet a need identified by Lessee. If the Lessor substitutes more expensive equipment where a less expensive item is requested, the Lessor shall be limited to reimbursement at the lower rate.

4. EQUIPMENT AMENDMENTS. Modifications to existing equipment and/or inclusion of additional equipment may be achieved through execution of the *Supplemental Equipment Schedule* and approved by the Bureau Administrator/District Engineer and Lessor (or his authorized Agent) by signature or by initials. All Terms and Conditions contained herein shall apply to additional *Schedules*, whenever executed.

5. DAMAGES. Damage to Lessor's equipment caused by normal wear and tear is hereby assumed by the Lessor. The decision as to whether such damage has been caused by normal wear and tear shall be made by the District Engineer or the Mechanical Services Administrator. Other claims for damage caused to privately owned equipment or vehicles while in use under contract to the Lessee shall be referred to the Mechanical Services Administrator for a determination as to the Lessee's liability.

6. INDEMNIFICATION. The Lessor shall defend, indemnify, and hold harmless the Lessee, its officers, employees, agents, and assigns from and against any and all losses suffered by the Lessee, its officers and employees, and any and all claims, liabilities or penalties asserted against the Lessee, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Lessor, including claims based upon breach of warranty, personal injury, property damage, strict liability or negligence, for any loss, damage or injury caused by or relating to the design, manufacture, selection, delivery, condition, operation, use, ownership, maintenance or repair of any unit. Further, Lessor agrees to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by lessee or its officers, employees, agents and assigns in defending such claims or in enforcing this provision. Under no condition or cause of action shall lessee be liable for any loss of actual or anticipated business or profits or any special, indirect or consequential damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

7. OPERATORS, PERMITS, LICENSES, INSPECTIONS, CERTIFICATIONS, REGISTRATIONS FOR OPERATORS AND EQUIPMENT. If an operator(s) is rented from the Lessor under this agreement, each operator(s) shall have all required licenses, permits, and certifications for the operation of the equipment, and the Lessor shall maintain all required insurance (including workers compensation) to cover this operator. The Lessee may provide any employee, contractor or agent of the Lessee to operate general equipment. For any equipment that requires licensing or permits greater than a general driver license, the operator and equipment must currently possess all appropriate certifications, licenses, or permits for operation of the equipment. The Lessor shall obtain and keep in force during the rental period all certifications, registrations or inspections necessary to operate and utilize the leased equipment. In no case is Lessor or an operator to be construed as an employee or agent of the Lessee.

8. INSURANCE.

8.1. Comprehensive insurance. The Lessor shall, at its own expense, obtain, and maintain in force during the term of this agreement, comprehensive general liability insurance, including contractual coverage, in amounts not less than \$350,000 per incident. Prior to the beginning of the lease, the Lessor shall provide a Certificate of Insurance demonstrating the required insurance coverage which shall specify that "*State of New Hampshire is additional named insured with respect to comprehensive general liability,*" shall be primary, without the right of contribution from any other insurance carried by Lessor.

8.2 Automobile insurance. The Lessor shall maintain "any auto" coverage with a combined single limit of \$350,000. All equipment identified above shall, wherever possible, possess a vehicle registration issued by a State or Commonwealth in the U.S. Automobile insurance shall provide coverage to all equipment users, passengers, or operators.

8.3 Workman's Compensation. The Lessor hereby agrees to purchase and maintain as required by law the appropriate workman's compensation insurance to cover all claims of employees of said Lessor; should the Lessor fail to purchase and maintain such insurance, and should the Lessee be found liable to the employees of the Lessor, the Lessee may recover the amount of any compensation or damages paid to

the Lessee's employees and any expenses related thereto, including attorneys fees and costs.

8.4 All policies shall be the standard form employed in New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the State.

9. MODIFICATION OF SCHEDULED EQUIPMENT. Lessee shall not, without prior approval of the Lessor, alter or affix any accessory to any scheduled equipment to it if doing so will impair its originally intended function or use or reduce its value. Lessee shall not make any "non-reversible" addition to equipment without the prior written consent of Lessor. Any alteration or addition to equipment shall be the responsibility of and at the sole risk of Lessor.

10. TAXES: The Lessor shall be responsible for all federal, State or local taxes, fees, registrations, permits or approvals of any kind required for the equipment and operators subject to this agreement, and shall not be entitled to any rebate, or pro-rata exemption for its use by the State.

11. LOSS OR DAMAGE: Lessor shall bear the risk of any loss where the equipment is worn out, lost, stolen, destroyed, or, in Lessor's opinion, irreparably damaged or other damages while in Lessee's possession. Lessee shall give Lessor notice of any loss or other damage.

12. LESSOR'S RIGHTS: Lessor shall have no vested right or interest in the use of Lessor's equipment or operators for any project undertaken by the Lessee. The Lessor may not assign this agreement to any other party, and this agreement is not intended to benefit any third party.

13. EFFECT OF WAIVER; ENTIRE AGREEMENT; MODIFICATION OF LEASE; NOTICES: A delay or omission by Lessee to exercise any right or remedy shall not impair any right or remedy and shall not be construed as a waiver of any breach or default. Any waiver or consent by Lessee must be in writing. This agreement completely states the rights of Lessor and Lessee and supersedes all prior agreements. No variation or modification of this Lease shall be valid unless in writing. All notices shall be in writing, addressed to the other party at the address stated on the front or at such other address as may hereafter be furnished in writing.

14. GOVERNING LAW. This agreement shall be governed and construed under New Hampshire law. Lessor acknowledges and agrees to comply with all applicable State, federal and local laws and regulations in force and effect during the term of this agreement, including but not limited to the Federal Motor Carrier Safety Act.

15. SEVERABILITY; SURVIVAL OF COVENANTS: If any provision of this agreement shall be invalid, it shall be deemed omitted but the remaining provisions shall be given effect. All of Lessor's obligations under this agreement shall survive expiration or termination, to the extent required for their full observance and performance.

16. DURATION. This agreement shall be valid until terminated in writing by either party.

17. ENTIRE AGREEMENT. This rental agreement is not valid until all details (including equipment identification, proof of registration, insurance, etc.) have been identified on the agreement and received by NHDOT. This agreement, along with all non-conflicting provisions of Section 100 of the most recent version of the NHDOT *Standard Specifications for Bridge & Road Construction*, which is incorporated herein by reference, identifies all terms and conditions of this agreement, and may not be modified without approval of the Attorney General's Office for any special terms or conditions.

Supplemental Equipment Schedule

Vendor #	Vendor	SSN/Fed ID #	Contract Rental Agreement Type	Dist/Bur	Contract Rental Agree. #

Type		Make		VIN #		Year		Model		Capacity	
RA Item #	Equipment Class	Description of Equipment	Equipment Rate	Operator Rate	Type H/D/W/M /Y/O	Effective Date	Expiration Date	Initials D.E./Bur. Admin.	Initials Vendor		
Special Provisions: Fuel Provided By DOT: Yes_____No <u>X</u>											

Type		Make		VIN #		Year		Model		Capacity	
RA Item #	Equipment Class	Description of Equipment		Equipment Rate	Operator Rate	Type H/D/W/M /Y/O	Effective Date	Expiration Date	Initials D.E./Bur. Admin.	Initials Vendor	
Special Provisions: Fuel Provided By DOT: Yes _____ No <u>X</u>											